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Memorandum of Agreement

Made this.....31st.....

day ofDecember..... A. D., 1947., by and between M. P. MOLLER, Inc., of Hagerstown, Maryland,
party of the first part, and.....

.....BERG MORTUARY, 185 East Center Street, PROVO, UTAH.....
party of the second part.

Witnesseth: That the said party of the first part hereby agrees to sell (or lease) to party of the second part,
one standard Moller portable pipe organ, and the said party of the second part agrees to purchase (or lease) the
said organ.

The purchase price for the said organ is to be.. Three Thousand, Three Hundred & Seventeen and no/100
(\$3,317.00) Dollars, plus 10% Federal
Excise Tax of \$331.70 as applicable delivered at a point in.. Provo, Utah, f.o.b. Provo, Utah ..
to be designated by the party of the second part, which amount the said party of the second part agrees to pay

to the party of the first part under the following conditions:—.....

10%, or \$331.70, plus \$33.17 Federal Excise Taxon signing of this contract;

25%, or \$746.33, plus \$74.63 Federal Excise Taxon delivery of organ and
the balance as follows:—

\$2,238.97, plus \$223.90 Federal Excise Tax as applicable, within thirty (30) days after
duly accepted by Party of the Second Part, except tax shall be refunded in case the
same need not be paid to the Government.

In the event that the party of the second part elects to pay any balance agreed to in monthly installments, there
is to be an interest charge of 6% on such unpaid balance.

The party of the second part agrees to pay any and all federal, state, and/or city excise, sales and/or use taxes,
the said taxes to be paid according to law, in addition to the above price.

The party of the second part agrees to insure the organ or its parts against loss by fire, water, etc., as soon as the
parts are placed in the building, for the benefit of the parties hereto, as their interests may appear.

It is mutually understood and agreed that this agreement is made and approved in Hagerstown, Maryland, where
the said organs are constructed by the party of the first part.

It is also mutually understood and agreed that the organ will in every event be and be deemed to be, and treated
as personal property; and that the title and ownership of the organ shall be and remain in the party of the first part
until the purchase price hereinbefore mentioned, together with finance charge, if any, has been fully paid, after
which the instrument shall become the property of the party of the second part; and it is further agreed that, until
the completion of payment, the organ shall be held by the party of the second part and/or other owner or lessee of
the premise in which the organ is contained, free and excluded from any lien, mortgage, pledge or other incum-
brance, except as shall be expressly subject and subordinate to the right and title of the party of the first part, as
herein expressed.

It is mutually agreed that all verbal agreements and understandings are merged in this contract.

In Witness Whereof we have hereunto set our hands this day and year first above written.

M. P. MOLLER, Inc.

TO BE SUPPLIED WITH DETACHED
CONSOLE AND BLOWER. PURCHASER TO PAY
ALL HOISTING COSTS OF PLACING ORGAN
IN ATTIC POSITION.

J. M. REDDEN, REPRESENTATIVE

J. M. Redden
.....
Party of the first part

BERG MORTUARY, PROVO, UTAH

.....
Party of the second part

Accepted, Hagerstown, Maryland

Norman Berg..... (Seal)
Berg

..... Feb 3 1948
M. P. MOLLER, Inc.

By..... *M. P. Moller Jr. Pres.*.....